

California High-Speed Rail Authority



Request for Qualifications for Right of Way Engineering and Survey Support Services

RFQ No.: HSR13-63

December 9, 2013

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1.0 Overview and General Information

The following list provides a general overview of information related to the subject of this Request for Qualifications (RFQ):

- The California High-Speed Rail Authority (Authority) is issuing this RFQ to receive Statements of Qualifications (SOQs) from qualified firms (Offerors) to provide Right of Way (ROW) Engineering and Survey Support Services on a task order basis, for approximately 1000 parcels in Fresno, Kings, Tulare, and Kern counties.
- This procurement is a qualifications based solicitation. Conforming SOQs submitted in response to this RFQ will be evaluated with the intent of awarding contracts to the Offerors considered the most qualified by the Authority. It is anticipated that not less than four (4) Offerors will be offered contracts, as necessary.
- Companies that submit SOQs as prime consultants may not be included as subconsultants on other Offeror Teams. Companies may be subconsultants on multiple teams, but are subject to the communication limitations stated in Section 1.2.6 of this RFQ.
- The selected Offerors may be working with the Federal Railroad Administration (FRA), Surface Transportation Board (STB), Public Works Board (PWB), California Department of Transportation (Caltrans), Department of General Services (DGS), other partnering agencies and Contractor(s) on the California High-Speed Rail Project under the direction of the Authority's Director of Real Property.
- The contract period will start with a Notice to Proceed (NTP) and is anticipated to extend up to four years.
- The estimated total dollar value for all contracts resulting from this RFQ is not to exceed \$16,000,000.
- The RFQ solicitation shall follow the process in California Code of Regulations, Title 21, Division 6, section 10000.1 et seq., based on the factors/criteria Attachment B and Attachment C.
- Offerors are required to comply with the Authority's Revised Small and Disadvantaged Business Enterprise Program for Professional Services Contracts, August 20, 2012, and submit Form A and Cert. 2, thereby making a commitment to the requisite participation by Small, Disadvantaged, and Disabled Veteran Business Enterprises.
- Negotiations shall be held with the top ranked Offerors.
- Offerors receiving contracts pursuant to this RFQ will be required to maintain a project office in one of the Central Valley counties in which work will be performed: Fresno, Kings, Tulare, or Kern county. All travel expense reimbursement will be calculated based on that project office location. Offeror(s) will not be directly reimbursed for occupancy costs of the project office or for web hosting or license fees for software required by the project other than as part of the Contractor's general overhead.



- The RFQ will be available in electronic format on the State's Contract Register at (www.bidsync.com) and a link can be found on the Authority's website (www.hsr.ca.gov).

All questions regarding this RFQ must be submitted in writing through (www.bidsync.com) by 4:00PM on December 17, 2013, for the benefit of all participants.

1.1 Definitions

Authority – California High-Speed Rail Authority

Authority Board – California High-Speed Rail Authority Board of Directors

Business day – Monday through Friday, except for federal or State holidays, between the hours of 9:00 a.m. and 5:00 p.m., Pacific Time

Construction Package 2-3 (CP 2-3) – The portion of the First Construction Segment bounded by East American Avenue in the County of Fresno and a point approximately one mile north of the Tulare/Kern county line in the County of Tulare.

Construction Package 4 (CP 4) – The portion of the First Construction Segment bounded by a point approximately one mile north of the Tulare/Kern county line in the County of Tulare and Allen Road in the County of Kern.

Day – Calendar day

Design-Builder – the Design-Builder performing the design and construction work for Construction Package 2-3 as detailed in the Design-Build Contract.

Design-Build Contract – the contract between the Design-Builder and the Authority for design-build services to be performed for Construction Package 2-3.

Disadvantaged Business Enterprise (DBE) – A Disadvantaged Business Enterprise (DBE) is a small business concern that is at least fifty-one percent owned and whose management and daily business operations are controlled by "socially and economically disadvantaged individuals" (as that phrase is defined in 49 C.F.R. Part 26).

Disabled Veteran Business Enterprise (DVBE) – A for-profit small business concern that is at least 51 percent owned by a veteran of the United States military, which has at least a 10 percent service-connected disability. To qualify as a Disabled Veteran Business Enterprise, the business must have received the appropriate certification issued by the California Department of General Services. This definition applies where the contracts in question are 100 percent state-funded.

First Construction Segment (FCS) – Construction Packages 1 through 4, extending from Avenue 17 in the County of Madera to Allen Road in the County of Kern.

Grant/Cooperative Agreements – Agreement numbers FR-HSR-009-10-01-05 and FR-HSR-0037-11-01-00 between the Authority and the Federal Railroad Administration providing terms for expenditure of federal funds provided for the Project.



Key Personnel – Those individuals identified in the Offeror's SOQ to fill the positions specified in Section D of Part B, Volume 1.

Licensed Professional Engineer – An engineer that is licensed in the State of California pursuant to the Professional Engineers Act (Business and Professions Code section 6700 *et seq.*).

Licensed Professional Land Surveyor – A land surveyor that is licensed in the State of California pursuant to the Professional Land Surveyor's Act (Business and Professions Code sections 8700 *et seq.*).

Microbusiness (MB) – A for-profit small business concern with gross annual receipts of less than \$3,500,000 or, if the small business is a manufacturer, with 25 or fewer employees. The Authority recognizes Microbusiness certifications issued by the California Department of General Services.

Offeror – A Person that submits a Statement of Qualifications in response to this Request for Qualifications.

Open Government Laws – Collectively, the Public Records Act, the Bagley-Keene Open Meeting Act (Gov. Code section 11120 *et seq.*), the Ralph M. Brown Act (Gov. Code section 54959 *et seq.*) and the Freedom of Information Act (5 U.S.C. section 552, as amended by Public Law No. 104-231, 110 Stat. 3048) and other applicable Federal open records laws.

Person – Any individual, corporation, company, joint venture, partnership, trust, unincorporated organization, or governmental agency including the Authority.

Program Management Team (PMT) – The Authority's representative overseeing the Real Property acquisition, relocation, and ROW Engineering and Surveying Support Services.

Project – The portion of the First Construction Segment bounded by East American Avenue in the County of Fresno and Allen Road in the County of Kern. Also, sometimes referred to as Construction Packages 2-4 or CP 2-3 and CP 4.

Public Records Act – The California Public Records Act, Government Code section 6250 *et seq.*

ROW Engineering and Survey Support Contractor(s) – The Contractor(s) providing full ROW Engineering and Surveying Support Services for RFQ No.: HSR 13-63.

ROW Engineering and Survey Support Services – The scope of work described in Section 3 of this RFQ.

Small Business – A for profit small business that meets the requirements and eligibility criteria set forth by the U.S. Small Business Administration and California Department of General Services for certification as a Small Business. This definition is dependent on whether the firm wishes to participate in USDOT-assisted contracts or in 100 percent, State funded contracts, which are defined as follows:



- a. For USDOT-assisted contracts, a Small Business meets the definition for a small business concern contained in Section 3 of the Small Business Act and United States Small Business Administration regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26.65 (b). Certified SB firms participating in USDOT-assisted contracts are not required to have a principal office located in California. Both State and/or Federal certified SB firms are eligible to be credited toward meeting the SB goal on a USDOT-assisted contract.
- b. For 100 percent State-funded contracts, a Small Business is independently owned and operated, with its principal office located in California and with owners living in California, has grossed \$14 million or less over the previous three tax years, and is not dominant in its field of operations. This certification is issued by the California Department of General Services.

State – The State of California

Subcontractor – Defined as follows:

- a. Prior to award of the design-build contract, any Person with whom the Offeror proposes to enter into a subcontract for any part of the Work, or that will enter into a sub-subcontract for any part of the Work, at any tier; or
- b. After award of the design-build contract, any Person with whom the Contractor has entered into a subcontract for any part of the Work, or with whom any Subcontractor has further subcontracted any part of the Work, at all tiers.

1.2 Acronyms

ARRA – American Recovery and Reinvestment Act of 2009

ATC – Alternate Technical Concept

CalSTA – California State Transportation Agency

Caltrans – California Department of Transportation

CEQA – California Environmental Quality Act of 1970

CMS – Construction Management Software

CO – Change Order

CP 2-3 – Construction Package 2-3

CP 4 – Construction Package 4

CSEP – Certified Systems Engineering Professionals

DB – Design-Build

DBE – Disadvantaged Business Enterprise



DGS – California Department of General Services

DVBE – Disabled Veteran Business Enterprise

FCS – First Construction Segment

FOIA – Freedom of Information Act

FRA – Federal Railroad Administration

ICE – Independent Checking Engineer

INCOSE – International Council on Systems Engineering

ISE – Independent Site Engineer

JHA – Job Hazard Analysis

MB - Microbusiness

MQP – Master Quality Plan

NEPA – National Environmental Policy Act of 1969

NTP – Notice to Proceed

PCM – Project and Construction Management

PE – Professional Engineer

PLS – Professional Land Surveyor

PMIS – Project Management Information Systems

PMT – Program Management Team

QAP – Quality Assurance Plan

QMS – Quality Management System

RAMS – Reliability, Availability, Maintainability, Safety

RFI – Request for Information

RFQ – Request for Qualifications

RFP – Request for Proposals

ROW – Right of Way

SBE – Small Business Enterprise

SONO – Statement of No Objection

SOQ – Statement of Qualifications

SSHASP – Site-Specific Health and Safety Plan



SSMP – Safety and Security Management Plan

SSPOP – Safety and Security Program Oversight Plan

U.S. DOT – United States Department of Transportation

V&V – Verification and Validation

1.3 Statement of Qualifications Submittal Information

Table 1: Key RFQ Dates:

| Key Dates | Activity Description |
|---------------------|--|
| December 9, 2013 | Final RFQ advertised and issued to prospective respondents. |
| December 17, 2013 | Last day to submit written questions |
| December 20, 2013 | Respond to written questions |
| January 6, 2014 | SOQs due to Authority's office by 4:00 PM Pacific Time. |
| January 14, 2014 | Shortlist published |
| January 15-17, 2014 | Discussions/Interviews with Offerors held in Sacramento, CA. |
| January 17, 2014 | Notice of Selection released by 5:00 PM Pacific Time |
| January 21-23, 2014 | Negotiation with top-ranked firm(s) |
| TBD | Proposed Agreement Start Date |
| TBD | Proposed Agreement End Date |

SOQ submitted in response to this RFQ shall include one original and six (6) hard copies of its SOQ in separate 3-ring binders contained in a sealed shipping package. The original must be clearly marked "Original" on its face and spine, and each copy must be marked with the Offeror's name and numbered 1 through 6 on their spines. Each Offeror shall include one electronic version of its SOQ in a searchable .pdf format on a DVD. SOQs must be received no later than 4:00 PM, January 6, 2014, addressed as follows:

MAILED OR HAND-DELIVERED TO:

Attention: Jonathan Fong
 California High-Speed Rail Authority
 770 L Street, Suite 800
 Sacramento, CA 95814
 Phone: (916) 669-6604
 Fax: (916) 322-0827
 Email: Jonathan.Fong@hsr.ca.gov

Persons intending to submit SOQs for this contract shall not contact or discuss any items related to this process with any Board member or Authority or PMT staff other than Mr. Fong. Failure to comply with this communication prohibition may result in disqualification.

The following information must be placed on the lower left corner of the submittal shipping packages:



RFQ No.: _____ HSR 13-63

California High-Speed Rail Authority
Right of Way Engineering and Survey Support Services Statement of Qualifications

Offeror: _____

1.3.1 Amendments to Request for Qualifications

The Authority reserves the right to amend the RFQ by addendum before the final date of SOQ submission.

1.3.2 Non-Commitment of Authority

This RFQ does not commit the Authority to award a contract, to pay any costs incurred in the preparation of a SOQ to this request, or to procure or contract for services or supplies. The Authority reserves the right to accept or reject any or all SOQs received as a result of this request, to negotiate with any qualified Bidder, or to modify or cancel in part or in its entirety the RFQ if it is in the best interests of the Authority to do so.

1.3.3 Late Submittals

In accordance with California Public Contract Code 10344, Statements of Qualifications received after the specified date and time are considered late and will not be accepted. There are no exceptions to this law. Postmark dates of mailing, E-mail and facsimile (FAX) transmissions are not accepted under any circumstances and are not acceptable toward meeting the submission deadline for proposal delivery. A SOQ is late if received any time after 4:00 PM on, January 6, 2014. SOQs received after the specified time will not be considered and will be returned to the Offeror.

1.3.4 Modification or Withdrawal of SOQs

Any SOQ received may be withdrawn or modified before the SOQ submittal date by written request to the Authority.

1.3.5 Property Rights

SOQs received within the prescribed deadline become the property of the Authority and all rights to the contents therein become those of the Authority. All material developed and produced for the Authority under the contract for Right of Way Engineering and Survey Support Services shall belong exclusively to the State of California. All products used or developed in the execution of any contract resulting from this RFQ will remain in the public domain at the completion of the contract.



1.3.6 Improper Communications and Contacts

The following rules of contact shall apply during the procurement for the Project that began upon the date of issuance of this RFQ and will be completed with either the execution of the ROW Engineering and Survey Support Services contract or the cancellation of the procurement. These rules are designed to promote a fair and unbiased procurement process. Contact includes face-to-face, telephone, facsimile, electronic mail (e-mail), or formal written communication.

The specific rules of contact are as follows:

- A. After submittal of SOQs, no Offeror or any of its team members may communicate with another Offeror or its team members with regard to the RFQ or any other team's Offer with the exception of Subcontractors that are shared between two or more Offeror Teams. In such cases, those Subcontractors may communicate with their respective team members so long as those Offerors establish a protocol to ensure that the Subcontractor will not act as a conduit of information between the teams (contact among Offeror organizations is allowed during Authority sponsored informational meetings).
- B. Offerors shall correspond with the Authority regarding the RFQ only through the Authority's Designated Point-of-Contact (see Part 1.2) and Offeror's RFQ/Proposal Manager as provided on Form B.
- C. Except for communications expressly permitted by the RFQ or approved in advance by the Authority's Chief Counsel, in his or her sole discretion, no Offeror or representative thereof shall have any ex parte communications regarding the RFQ or the procurement described herein with any member of the Authority Board or with any Authority or PMT staff. This includes any of the Authority's advisors, contractors, or consultants (and their respective affiliates) that are involved with the procurement or the Project.
- D. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the RFQ or the procurement or from participating in public meetings of the Authority or any Authority workshop related to this RFQ.
- E. The Offerors shall not contact the entities listed below, including any employees, representatives, and members:
 - 1. Federal Railroad Administration (FRA)
 - 2. California State Transportation Agency (CalSTA)
 - 3. California Department of Transportation (Caltrans)
 - 4. California Department of General Services (DGS)
 - 5. California High-Speed Rail Authority (except as provided in this RFQ)
- F. Any communication determined to be improper, at the sole discretion of the Authority, may result in disqualification.
- G. The Authority will not be responsible for any oral exchange or any other information or exchange that occurs outside the official RFQ process.



2.0 Background

Established in 1996 by state legislation, the California High-Speed Rail Authority has a statutory mandate to plan, build, and operate a high-speed rail system to be coordinated with California's existing transportation network, particularly intercity rail and bus lines, commuter rail lines, urban rail transit lines, highways, and airports.

The goal is to increase and maintain California's mobility, vital to our economy's health, as the population grows from 38 million today to a projected 50 million by 2035. The planned System length is approximately 800 miles from Sacramento to San Diego, with 9 segments running through the Bay Area, Central Valley, Inland Empire and Southern California. With approximately 15 stops, the train will travel at speeds up to 220 miles per hour. A key performance goal is to make the trip from San Francisco to Los Angeles in less than 2 hours and 40 minutes.

The Authority intends to finance the Project with State and Federal funding, including funds provided by the Federal Railroad Administration (FRA) and funding made available through the American Recovery and Reinvestment Act of 2009 (ARRA). The Authority will act as the FRA-designated recipient for federal transportation funds.

Only if sufficient funds are made available to the Authority by the U.S. Government or the California State Legislature for the purpose of this program is a contract valid and enforceable. Prior to execution or commencement of any contract resulting from this RFQ, if sufficient funds are not made available for the current year and/or any subsequent years covered under a contract resulting from this RFQ, then that agreement shall be of no further force and effect. In addition, a contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this contract in any manner.

After execution or commencement of this agreement, if Congress or the State Legislature does not appropriate sufficient funds for the program, the Authority shall have the option to either: 1) cancel the contract with no further liability occurring to the Authority; or 2) amend the contract reduce the scope of work to reflect any reduction in funds.

3.0 Description of Work

See for the full scope of work.

The purpose of the Right of Way Engineering and Survey Support Services is to set forth the terms and conditions of the professional services to be provided by the Offerors. These services are necessary to assist the California High-Speed Rail Authority in acquiring the necessary ROW to construct and maintain the High-Speed Rail program's the First Construction Segment. These services are necessary to assist the Authority's ability to acquire the necessary ROW to construct and maintain the High-Speed Rail project. This RFQ is intended to procure the Right of Way Engineering and Survey Support Services that will provide the manpower and support to acquire ROW for the portion of the First Construction Segment that will extend from



East American Avenue in the County of Fresno to Allen Road in the County of Kern, also known as CP 2-3 and CP 4.

The Right of Way Engineering and Survey Support Services Offerors will provide the personnel and expertise to prepare ROW appraisal, maps and other requested services under the direction of the Authority's Director of Real Property or his or her representative. Preparation of maps and documents will follow the Caltrans ROW Manual, Chapter 6, as required. The Caltrans ROW Manual shall be utilized for direction and guidance for all work performed under any Task Order until such time as the Authority's ROW Manual is published, except as provided for in the most current version of Authority policy and/or procedure.

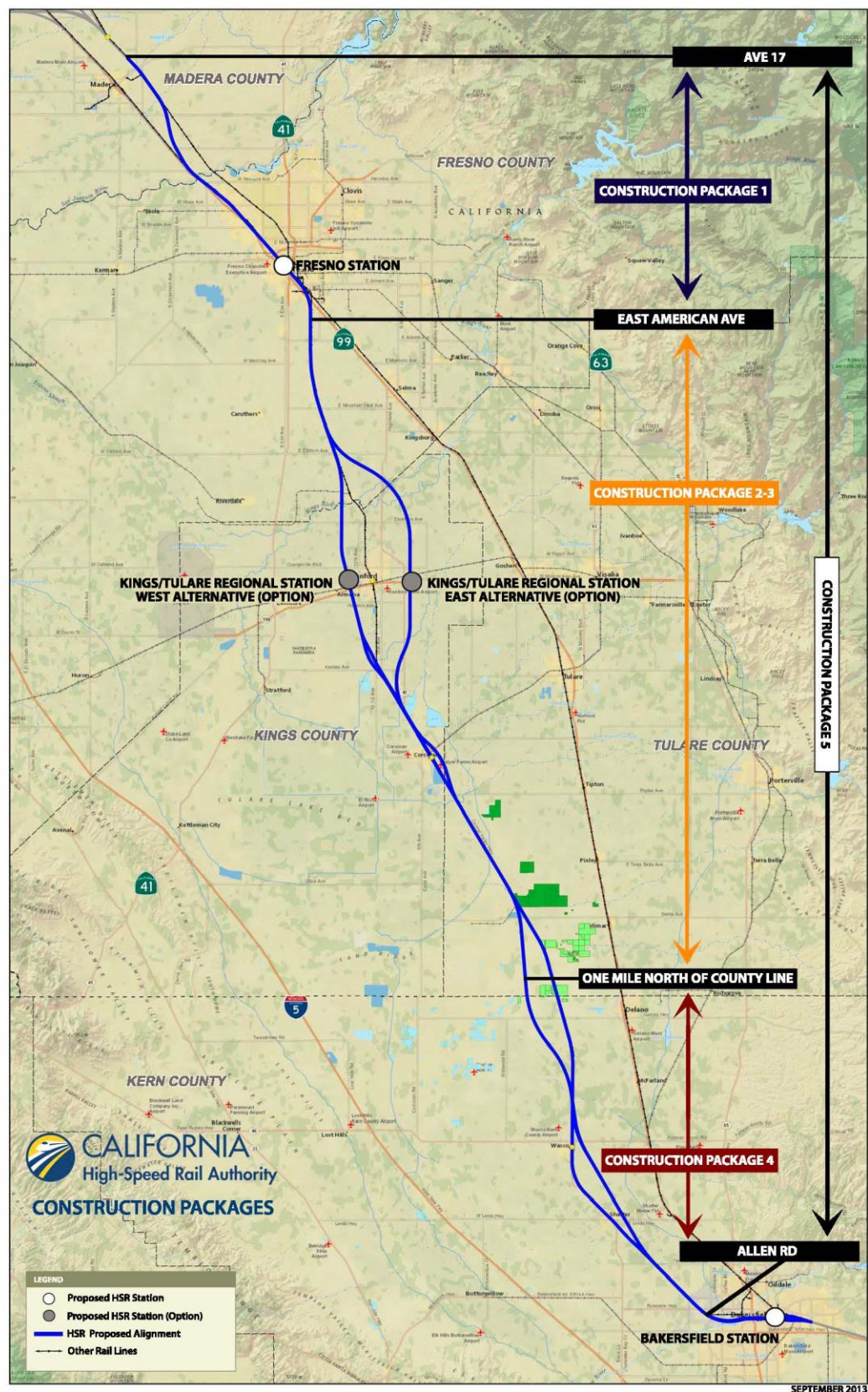
The Offerors shall work in close coordination with the Authority and the Authority's other consultants and representatives to serve the best interests of the Authority. The Offerors' scope of services shall not overlap or conflict with the scope of services of other consultants and representatives of the Authority. If the Offeror observes in its professional judgment that a gap or overlap exists in the scope of services of the various representatives of the Authority, the Offeror shall so advise the Authority and all parties shall work collaboratively to resolve the gap or overlap.

Attachment A to this RFQ entitled Scope of Work represents the range of professional services that the ROW Engineering and Survey Support Services may be called upon to deliver during the course of the contract. Depending on the needs of the Authority, the Right of Way Engineering and Survey Support Services may be called upon to deliver varying levels and types of ROW services within scope identified in Attachment A. The actual services to be provided during a given period will be established in discussions between the successful Offerors and the Authority, and will be memorialized in Task Orders.

Offerors should be aware that the Right of Way Engineering and Survey Support Services contract is a Central Valley-based contract. Offerors receiving contracts pursuant to this RFQ will be required to maintain a project office in one of the Central Valley counties in which work will be performed: Fresno, Kings, Tulare, or Kern county. All travel expense reimbursement will be calculated based on that project office location. Offerors will not be directly reimbursed for occupancy costs of the project office, web hosting or license fees for software required by the project other than as part of the Offeror's general overhead. Relocation costs, commuting costs, per diem, or other expenses to transport staff to the Central Valley will not be reimbursed by the Authority.



Figure 1: High-Speed Rail Delivery Organization



4.0 Statement of Qualifications Requirements

The following summarizes the content and organization of the Statement of Qualifications. In addition to the information described below, the Authority may require confirmation or clarification of information furnished by an Offeror, require additional information from an Offeror concerning its SOQ, and require additional evidence of qualifications to perform the work described in this RFQ.

4.1 General Requirements

The SOQ shall be completed in ink or typewritten; and shall be manually signed. Scanned or faxed responses are not acceptable.

The SOQ shall comply with the following requirements:

- Documents shall be prepared in single-spaced type, 12 point font, on 8-1/2" x 11" sheets printed double-sided. A page is considered a single side of an 8-1/2" x 11" sheet. Should the Offeror wish to submit materials that benefit from larger format paper sizes such as charts, drawings, graphs and schedules then they should do so sparingly. Large format pages will be included in the page limit.
- Pages shall be numbered at the bottom to show the page numbers and total number of pages in the response; (e.g., Page 1 of 10, Page 2 of 10, etc.).
- The SOQ shall be no more than 30 pages in length, exclusive of the transmittal letter, resumes as required by Section 4.4.5, and the Forms and Certifications).
- Brochures and miscellaneous materials not specifically requested will not be evaluated.
- Unless otherwise provided, all names and applicable titles shall be typed or printed below the signatures.
- Forms A-B and Certification Nos. 1-11 must be signed and included. If erasures or other changes appear on the forms, each erasure or change shall be initialed and dated by the person signing the response.
- The SOQ shall be divided into sections as described below:
 - A blank page should precede each section with an index tab extending beyond the far right side of the page; these blank pages will not be counted within the page count.
 - The index tab should have the appropriate section number typed thereon.
 - At a minimum, the items described below in Section 4.0 shall be addressed.
 - Sections in the SOQ should be in the same order as they appear in this RFQ.

4.2 Transmittal Letter

The SOQ shall be transmitted with a letter that must be signed by an official authorized to bind the Offeror contractually and shall contain a statement that indicates the SOQ is complete and accurate. The transmittal letter shall also provide the following: names, titles, addresses and



telephone numbers of individuals authorized to negotiate and contractually bind the Offeror. All Forms and Certifications shall be manually signed and included as attachments in the transmittal letter section. Neither the transmittal letter nor the Forms and Certifications will be included in the page count.

4.3 Executive Summary

Offerors may include an Executive Summary, preferably not exceeding 3 pages, stating key points of their SOQ which they believe highlight their qualifications to provide Right of Way Engineering and Survey Support Services. As such, the Executive Summary may emphasize the Offeror's strengths as fully described in the balance of the Technical Proposal, however Offerors should be aware that the Executive Summary will not be separately evaluated and it will count against the page limitations.

4.4 Contents of the SOQ

Using the following criteria as a minimum, state why your firm believes it is qualified to provide the services requested in this RFQ.

4.4.1 Past Performance and Experience

The Authority wishes to contract with a Right of Way Engineering and Survey Support Services team with a proven track record of successfully providing ROW engineering and surveying support services on similar projects. The Authority strongly prefers a Right of Way Engineering and Survey Support Services team that has demonstrated local knowledge of the Central Valley and familiarity with the state and local agency ROW work, including but not limited to Caltrans procedures. Experience managing projects of similar cost, scope and complexity is preferable.

4.4.1.1 References

Provide names, addresses and telephone numbers for at least three (3) clients for whom the Offeror has performed work similar to that proposed in this request. A summary statement for each assignment shall be provided.

4.4.2 Organization and Key Personnel

The Authority wishes to contract with a Right of Way Engineering and Surveying Services team with organizational and staffing plans that are appropriate for the scope of work described in Section 3.0 and Attachment A, and with experienced personnel in key roles. Describe the composition of the Offer's team, and how activities are assigned. Discuss how the Offeror will meet the Proposed Agreement Start Date. Discuss in general the expected work elements based on the activities as described in the RFQ scope of work. Describe generally the accomplishments that can be achieved and how your team's past experience relates to your ability to achieve these.



4.4.2.1 Key Personnel and Roles

There shall be no change in the Key Personnel without prior written approval by the Authority. All Key Personnel shall submit a signed statement indicating that they understand the project office will be in the Central Valley and are willing to work full time at that location as determined by the work schedule. Subcontractors' Key Personnel shall be identified in the same manner.

Provide resumes for Key Personnel positions identified in the Organization and Management Plan, including subcontractors' Key Personnel. Resumes are only required for individuals identified as Key Personnel. Resumes shall be limited to three pages and should be keyed to the respective positions on the organization chart and presented in such a way as to particularly highlight the experience on projects or assignments of a similar nature. Resumes shall demonstrate that the individuals proposed have the appropriate licenses or qualifications for the relevant roles. The resumes must include summary chronologies of employment history including dates and title at each firm. For companies included as subcontractors on more than one Offeror Team, no key personnel resumes may be included in more than one Offer. All known subcontractors shall also be identified on Form A.

Provide a list of individuals that will fill the following Key Personnel positions:

- Principal in Charge
- Project Manager
- Quality Manager

4.4.3 Understanding of Project Elements and Requirements

The Authority wishes to contract with a Right of Way Engineering and Survey Support Services team with a strong understanding of the scope of work described in Section 3.0 and Attachment A and its successful completion. Discuss the Offeror's understanding of the project elements, project requirements, and how the Right of Way Engineering and Services Services adds value and works toward the goal of achieving optimal efficiency for delivering the scope of services in Attachment A. Discuss how the Offeror's Central Valley local knowledge will aid the Offeror in accomplishing the tasks included in the scope of work. Also discuss how the Offeror will use familiarity with state and local agency ROW work, including but not limited to Caltrans procedures, for direction and guidance in performing the scope of work.

4.4.4 Small Business Participation

For this solicitation the Authority has established a 30 percent Small Business (SB) Enterprise goal. The Offeror should refer to the Authority's Revised Small and Disadvantaged Business Enterprise Program for Professional Services Contracts, August 20, 2012, and to Section Sections 6.5 and 6.5.1 of this RFQ for additional details and requirements regarding the use of small and disadvantaged businesses on the Project. SOQs will be evaluated for compliance with the SB/DBE program. Specifically, the Authority will evaluate if the Offeror's SOQ meets the goal commitment of 30 percent and if the Offeror's approach ensures this goal is met during performance of the contract. This 30 percent SB goal is inclusive of a 10 percent Disadvantaged



Business Enterprise (DBE) goal and a 3 percent Disabled Veterans Business Enterprise (DVBE) goal.

In this section, list the name of each SBE/DBE/DVBE subcontractor it will use during the course of the Work, the services each will provide, and the percentage of the Work each is anticipated to perform.

Describe Offeror's approach and processes to be employed during the performance of the contract to ensure that the goals of the Authority's Revised Small Business Enterprise Program for Professional Services Contracts are met. It is expected that the approach and processes identified will be incorporated into the Offeror's Small Business Performance Plan which will be a contract deliverable.

4.5 Organizational Conflicts of Interest

The Authority has adopted an Organizational Conflicts of Interest Policy (the "Policy") that will apply to this procurement and the resulting contract, in addition to the Authority's Conflict of Interest Code and other applicable requirements. The Policy can be found on the Authority's website at

http://www.hsr.ca.gov/docs/about/doing_business/Organizational_Conflict_Interest_Policy_Final_9152011.pdf

Offerors are advised to carefully review the Policy, and to have their team members review the Policy, since it includes provisions that:

1. Preclude certain firms from participation in this procurement and
2. Affect the ability of the Offeror, its Subcontractors and their Affiliates (as defined in the Policy) to enter into business relationships with Authority consultants.

Failure to comply with the Policy in any respect, including the failure to disclose any actual, perceived or potential organizational conflict of interest, may result in serious consequences as described in Section V(2) of the Policy.

The Authority will only award a Contract to an Offeror whose objectivity is not impaired because of any past, present or planned organizational conflict of interest, financial or otherwise. If any such conflict of interest is found to exist, the Authority may:

1. Disqualify the Offeror, or
2. Determine that it is otherwise in the best interest of the Authority to contract with such Offeror and include appropriate provisions to mitigate or avoid such conflict in the Contract awarded.

Each Offeror shall fully disclose organizational conflicts of interest in its SOQ, using Form B. The refusal to provide the required disclosure, or any additional information required, may result



in disqualification of the Offeror. If nondisclosure or misrepresentation is discovered after award of the Contract through this procurement process, the resulting Contract may be terminated.

By submitting its SOQ, each Offeror agrees that, if an organizational conflict of interest is discovered following submittal of the SOQ, the Offeror will make an immediate and full written disclosure to the Authority that includes a description of the action that the Offeror has taken or proposes to take to avoid or mitigate such conflicts.

4.6 Confidentiality

All written correspondence, exhibits, photographs, reports, printed material, tapes, electronic disks, and other graphic and visual aids submitted to the Authority during this procurement process, including as part of a response to this RFQ are, upon their receipt by the Authority, the property of the Authority and are subject to the Open Government Laws. None of the aforementioned materials will be returned to the submitting parties. Any materials that are delivered to FRA are subject to the Freedom of Information Act or other Federal open records laws. Offerors should familiarize themselves with the Open Government Laws, including the Public Records Act and Freedom of Information Act. In no event shall the State, the Authority, FRA or any of their agents, representatives, consultants, directors, officers or employees be liable to an Offeror or Offeror team member for the disclosure of all or a portion of an SOQ submitted in response to this RFQ or other information provided in connection with this procurement.

If an Offeror has special concerns about information that it desires to make available to the Authority but which it believes constitutes a trade secret, proprietary information, or other information excepted from disclosure, such Offeror should specifically and conspicuously designate that information as "TRADE SECRET" or "CONFIDENTIAL" in its filed response to this RFQ. Blanket, all-inclusive identifications by designation of whole pages or sections as containing proprietary information, trade secrets, or confidential commercial or financial information shall not be permitted and shall be deemed invalid. The specific proprietary information, trade secrets, or confidential commercial and financial information must be clearly identified as such. Under no circumstances, however, will the Authority be responsible or liable to the Offeror or any other party for the disclosure of any such labeled materials, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake, or negligence on the part of the Authority or its officers, employees, contractors, or consultants.

The Authority will not advise a submitting party as to the nature or content of documents entitled to protection from disclosure under the Public Records Act, Freedom of Information Act (FOIA), USDOT FOIA regulations (49 CFR 7.17) or other applicable laws and implementing regulations, as to the interpretation of the Public Records Act or Freedom of Information Act, or as to the definition of trade secret. The submitting party shall be solely responsible for all determinations made by it under applicable laws and for clearly and prominently marking each and every page or sheet of materials with "TRADE SECRET" or "CONFIDENTIAL" as it determines to be appropriate. Each submitting party is advised to contact its own legal counsel concerning the Public Records Act, Freedom of Information Act and other applicable laws and their application



to the submitting party's own circumstances. In the event of litigation concerning the disclosure of any material submitted by the submitting party, the Authority's sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court and the submitting party shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk. The submitting party shall reimburse the Authority for any expenses it incurs in connection with any such litigation.

5.0 Evaluation and Negotiation

The following summarizes the Statement of Qualifications Review, Evaluation, and Negotiation processes.

5.1 Statement of Qualifications Review

The Authority Evaluation/Selection Committee shall review and evaluate each SOQ to determine if it meets the requirements contained in Section 4.0 above and Attachment B. Failure to meet the requirements of the Request of Qualifications will result in the rejection of the SOQ.

The Authority may reject any SOQ if it is conditional, incomplete, or contains irregularities. The Authority may waive an immaterial deviation in a SOQ. Waiver of an immaterial deviation shall in no way modify the SOQ documents or excuse the Offeror from full compliance with the contract requirements if the Offeror is awarded the contract.

5.2 Statement of Qualifications and Discussions/Interviews Evaluation

The Authority Evaluation/Selection Committee will evaluate and score the SOQs that meet the RFQ requirements. The evaluation of SOQs will be based on the criteria described in Section 4 above and in .

Following the evaluation of SOQs, the Authority will hold Discussions/Interviews with selected Offerors. Discussions/Interviews with the Evaluation/Selection Committee will be held with the top rated Offerors. Discussions/Interviews will be separately evaluated based on criteria described in .

5.3 Contract Negotiation Process

At the conclusion of the SOQ review and Discussions/Interviews, the Evaluation/Selection Committee will recommend the top ranking Offerors for award of the contracts. The Authority will enter into negotiations with the Offerors ranked "1" for the scope of the contract. If negotiations are unsuccessful, the Authority will terminate all discussions with the top ranked Offeror and enter into negotiations with the next highest ranked Offeror and so on sequentially. After completion of successful negotiations, the Authority shall recommend Offerors for contract awards to the Board for approval.

Upon approval by the Authority Board, the Authority will be authorized to award and execute the contract to the selected Offerors.



6.0 Additional Requirements Related to the Contract for Right of Way Engineering and Survey Support Services

The following contract provisions will be applicable upon execution of this contract:

6.1 Licensing Requirements

The Offeror shall be qualified to do business in the State of California and shall be properly licensed in accordance with the laws of the State of California at the time of the award. The SOQ must include information regarding California professional licenses held by the Offeror's key personnel.

6.2 Insurance

Without limiting Offeror's indemnification of Authority, and prior to commencement of Work, Offeror shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Authority.

6.2.1 Workers' Compensation Insurance

Offeror shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars (\$1,000,000)). Offeror shall submit to Authority, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Authority, its officers, agents, employees and volunteers.

6.2.2 General Liability Insurance

Offeror shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.

6.2.3 Automobile Liability Insurance

Offeror shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Offeror arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than five million dollars (\$5,000,000) combined single limit for each accident. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.

6.2.4 Professional Liability (Errors & Omissions) Insurance

Offeror shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of five million dollars (\$5,000,000) per



claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement. Cost of such insurance shall be included in Offeror's bid.

6.2.5 Environmental Professional Liability Insurance

Environmental Professional Liability Insurance shall be written on a form acceptable to Authority providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. This coverage may be arranged in combination with Professional Liability insurance or as a stand-alone policy. The policy limit shall be no less than five million dollars (\$5,000,000) per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement. The cost of such insurance shall be included in Offeror's bid. Insurance as required in this paragraph above may not exclude:

- a. Bodily injury;
- b. Property damage;
- c. Pollution conditions arising out of environmental work;
- d. Asbestos-related claims;
- e. Testing, monitoring, measuring operations, or laboratory analyses.

6.2.6 Other Provisions or Requirements

6.2.6.1 Proof of Insurance

Offeror shall provide certificates of insurance to Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. All insurance certificates and endorsements must be approved by Authority's Risk Manager prior to commencement of work. Current certification of insurance shall be kept on file with Authority at all times during the term of this contract. Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.2.6.2 Duration of Coverage

Offeror shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Offeror, his agents, representatives, employees or subcontractor. Offeror agrees to maintain professional liability insurance for a period of no less than three years after completion of the work under this Agreement.

6.2.6.3 Authority's Rights of Enforcement

In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Authority has the right but not the duty to obtain



the insurance it deems necessary and any premium paid by Authority will be promptly reimbursed by Offeror or Authority will withhold amounts sufficient to pay premium from Offeror payments. In the alternative, Authority may cancel this Agreement.

6.2.6.4 Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Authority's Risk Manager.

6.2.6.5 Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Authority, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Offeror or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Offeror hereby waives its own right of recovery against Authority, and shall require similar written express waivers and insurance clauses from each of its sub consultants.

6.2.6.6 Enforcement of Contract Provisions (non estoppel)

Offeror acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Offeror of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

6.2.6.7 Requirements not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

6.2.6.8 Notice of Cancellation

Consultant agrees to oblige its insurance agent or broker and insurers to provide to Authority with thirty (30) days notice of cancellation (except for nonpayment for which ten (10) days notice is required) or nonrenewal of coverage for each required coverage.

6.2.6.9 Additional Insured Status

General liability policies shall provide or be endorsed to provide that Authority and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.



6.2.6.10 Authority's Right to Revise Specifications

The Authority reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Offeror, the Authority and Consultant may renegotiate Consultant's compensation.

6.2.6.11 Self-insured Retentions

Any self-insured retentions must be declared to and approved by Authority. Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Authority.

6.2.6.12 Timely Notice of Claims

Offeror shall give Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Offeror's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

6.2.6.13 Additional Insurance

Offeror shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

6.2.6.14 Subconsultants

To the extent Offeror engages the services of sub consultants, Offeror agrees to require the same insurance as required of Offeror except as to limits. The limits for subcontractors shall be no less than one million dollars (\$1,000,000) in coverage for which a limit is specified above.

6.3 Recycling Certification

The Offeror shall certify in writing under penalty of perjury, the minimum, if not the exact, percentage of recycled content, both post-consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200. This certification shall be made based on material, goods, or supplies offered or products used in the performance of the contract for Right of Way Engineering and Survey Support Services, regardless of whether the product meets the required recycled product percentage as defined in Public Contract Code, section 12200. Offeror may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354.) The Offeror shall also comply with all applicable requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.



6.4 Disadvantaged Business Enterprises

The Authority encourages the Offeror to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals (as that term is defined for certain USDOT agencies in 49 C.F.R. Part 26) in carrying out the Right of Way Engineering and Survey Support Services.

The Offeror shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Right of Way Engineering and Survey Support Services. The Offeror shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this FRA USDOT-assisted contract. Failure by the Offeror to carry out these requirements will be considered a material breach of the contract, which may result in the termination of the contract or such other remedy as the Authority deems appropriate. Each subcontract the Offeror signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. § 26.13(b)).

In addition, SOQs will be evaluated for their support of the State's disadvantaged business enterprise programs, as described below and further detailed in .

6.4.1 Small and Disadvantaged Business Enterprise Program

The Offeror shall comply with the Authority's Small and Disadvantaged Business Enterprise Program, which establishes an overall **30 percent** goal for small business utilization in the Authority's contracting and procurement program. The Offeror shall also comply with 41 C.F.R. Part 60, Best Practices of 49 C.F.R. Part 26, Executive Order 11246, and Title VI of the Civil Rights Act of 1964 and related statutes.

More detailed information regarding the Authority's Small and Disadvantaged Business Enterprise Program requirements, including SB utilization reporting, Substitution/Termination processes, Prompt Payment Provisions, Recognized SB Roster of Certifying Agencies, and other performance related factors, is included in the Authority's Small and Disadvantaged Business Enterprise Program on the Authority's Small Business resource web page:

<http://www.cahighspeedrail.ca.gov/sb-resources.aspx>.

6.5 Subcontracting

The Offeror shall perform the work contemplated with resources available within its own organization and shall contract no portion of the work without written authorization, except that which is expressly identified in the Offeror's SOQ. Any subcontract in excess of \$25,000 shall contain all the provisions stipulated in the Right of Way Engineering and Survey Support contract to be applicable to subcontractors. Any substitution of subcontractors must be approved in writing by the Authority's Contracts Manager in advance of assigning work to a substitute subcontractor.



6.6 Prevailing Wages

Pursuant to the provisions of Section 1773 of the Labor Code, the Authority will obtain the general prevailing rate of wages (which includes employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1 of said Code, apprenticeship or other training programs authorized by Section 3093 of said Code, and similar purposes) as applicable to the Work to be done, for straight time, overtime, Saturday, Sunday, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification, or type of worker concerned. Copies of the prevailing rates of wages are on file at Authority's offices, and will be furnished to Offeror and other interested parties on request. For crafts or classifications not shown on the prevailing wage determinations, Offeror may be required to pay the wage rate of the most closely related craft or classification shown in such determinations for Right of Way Engineering and Survey Support Services.

6.7 Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, strike, lockout, riot, freight embargo, or public regulating utility or governmental statutes or regulations superimposed after the fact. The Offeror shall not be liable for damages of such delay or failure, if a delay or failure to perform by the Offeror arises out of a default of its subcontractor, and if such default arises out of the following:

- Causes beyond the control of both the Offeror and subcontractor, and
- Without the fault or negligence of either of them

However, with respect to supplies or services to be furnished by the subcontractor that were obtainable from other sources in sufficient time to permit the Offeror to meet the required performance schedule, the Offeror and its subcontractors will be held liable for damages of such delay or failure.

6.8 Taxes

The State of California is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on the Offeror or on any taxes levied on employee wages. The Authority will only pay for any state or local sales or use taxes on the services rendered to the Authority pursuant to the contract.



Attachment A: Scope of Work**I. DESCRIPTION OF SERVICES**

This general scope of services describes the services, which the Right of Way Engineering and Survey Support Services Offeror(s) must be prepared to provide if identified in a Task Order issued by the Authority.

The selected Offeror(s) shall provide a team of qualified personnel to provide Right of Way Engineering and Survey Support Services. This team shall be responsible for performing or overseeing all of the duties necessary for the preparation of Right of Way Engineering and Survey Support Services based on the specific and individual Task Order(s), which may include, but are not limited to the following.

A. Administration and Project Management

The Offeror(s) shall manage a team capable of undertaking work assignments identified in the scope of work for the specific Task Order(s). All Task Order(s) performed by the team shall be directed by the Offeror(s) and coordinated with Authority staff and PMT.

B. Meetings and Weekly and Monthly Progress Reports

Subject to the specific and individual task order(s), the Offeror(s) shall prepare weekly progress reports that include project schedules, progress to date identified by task, description of the progress, including identification of problems, proposed solutions and revised completion dates if necessary and earned value reporting. The weekly progress reports shall also indicate, in percentage form for each task, the amount of work completed and the budget expended to date, and anticipated cost overruns. Each weekly progress report is due to the Authority within five (5) working days after the end of the reporting period.

The Offeror's Project Manager is required to coordinate as needed with the Design-Builder to mitigate against any changes in construction schedule or right-of-way acquisition schedule. Each party shall proactively work together to reduce overall schedule risk when changes occur.

The Offeror's Project Manager shall manage the schedule for the Task Order(s) with monthly schedule updates submitted with the Progress Reports.

The Offeror's Project Manager shall meet monthly with the Authority or as requested by the Authority for progress update, resolution discussion, direction, and planning purposes.

C. Information and Project Tracking Systems

Subject to specific and individual task order(s), Offeror(s) shall update the Authority's database with progress data on a schedule and format to be determined by the Authority. The Authority database will be developed by the Authority in Microsoft Structured Query Language (SQL) or such other software as appropriate, and use a collaborative document control within the Authority to interface with the data and documents.



D. Provide a Final Contract and Task Order Report(s)

Subject to specific and individual task order(s), the final report for this contract or task order shall summarize the work that took place under the applicable task order(s). The format and content shall be specified by the Authority. A draft final report must be delivered to the Authority from the contractor at least 90 days before the termination date of the applicable task order. Once agreement has been reached on the draft final report, the Contractor shall submit the final report accompanied by the final invoice for each task order. If multiple task orders are issued under this contract the Offeror shall compile a final report inclusive of all final task order reports and submit the final report accompanied by the final invoice for the last completed task order, prior to the contract expiration date.

E. Participate in a Final Meeting

Meet with the Authority to discuss the overall contract and its closeout. The final meeting must be completed during the term of the applicable individual task order(s). The Authority will determine the appropriate meeting participants.

Offeror will prepare written documentation of the meeting agreements, and a schedule for completing closeout activities.

F. Technical Scope of Work

Offeror is to provide Right of Way Engineering and Survey Support Services in support of current and future CHSRA projects in the State of California. These services will be issued through task orders as defined and issued by the Authority, with specific services identified in each individual task order. Such services may include, but are not limited to, the following:

1. Offeror shall provide Right of Way Engineering and Survey Support Services including, but not limited to:
 - a. Boundary Maps
 - b. Monumentation Maps
 - c. Survey Control Maps
 - d. Records of Survey
 - e. Lot Line Adjustments
 - f. Subdivision Maps
 - g. Legal Descriptions and Plats
 - h. Parcel Maps
 - i. Appraisal Maps
 - j. Certificates of Compliance
 - k. Staking/Marking of parcels



- l. ROW for appraisal and utility potholing purposes and Resolution of Necessity Packages
 - m. Other ROW engineering as necessary
- 2. Offeror shall prepare Boundary, Monumentation, and Survey Control Maps showing all parcels and easement boundaries and their relationship to the land net monuments used to define them. These maps shall conform to Caltrans ROW Engineering Procedures and Drafting Manual in content and appearance.
- 3. Offeror shall utilize appropriate land surveying and land title practices to:
 - a. Establish all property and easement boundaries within and overlapping the project area.
 - b. Perform site reconnaissance and monument recovery.
 - c. Establish and re-establish all monumentation required by State law and local regulations.
 - d. File a Record of Survey, if necessary, to comply with the Land Surveyors Act.

The preparation, filing, and associated fees will be the responsibility of Offeror. All data, maps, and documents produced by the Offeror shall be subject to approval and acceptance by the Authority, and in certain cases, Caltrans. In the event of non-acceptance due to errors or omissions, Offeror shall have seven calendar days to make corrections and return maps and documents to the Authority. Final acceptance will occur only after the work product has been determined to conform to the contract scope of work and task order requirements.

- 4. All surveying and mapping work affecting the State of California ROW at any location, or along any route, shall be in accordance with the State law and local regulation and procedures and instructions contained in the Caltrans Right of Way Manual and Caltrans Survey Manual (Manuals). All ROW acquired by the Authority for the State Highway System projects shall be subject to acceptance and transfer to the State.
 - a. The recovery, reestablishment, and survey of points which control existing State ROW lines, or other pertinent boundary lines and centerlines, and the monumentation thereof
 - b. The survey and establishment of existing State ROW lines and the monumentation thereof
 - c. The preservation of existing monumentation threatened by construction
 - d. The establishment of fee ownership boundaries and easement boundaries for possible State ROW acquisition
 - e. The survey and establishment of new State ROW lines and the monumentation thereof
 - f. Production of Records of Survey, ROW maps (various types), land descriptions and reports, together with supporting documentation of all work performed and in accordance with applicable laws and the manuals
- 5. Offeror shall appoint a Project Manager, who is a licensed Land Surveyor (LS) or Licensed Civil Engineer (LCE), authorized to practice Land Surveying by the State of California. The



Offeror's Project Manager will be responsible for all work to be performed by the Offeror(s) for the Authority.

6. Deliverables shall typically consist of three (3) original hard copies and one (1) electronic pdf.
7. If legal issues exist during the course of an assignment, Offeror(s) shall request legal opinion. All legal opinions shall be rendered by the Authority's chief legal counsel.
8. Offeror(s) shall utilize the Authority's Offeror(s) supplemental work required for effective deliver of Offeror(s) services to the Authority. Fees charged by the Authority's Offeror(s) shall be paid directly by the Authority.
9. Work and assignments shall be awarded to each Offeror(s) as determined by the Authority.

Any and all work submitted by the Offeror shall be reviewed by the Offeror's Project Manager, and be complete and final in strict accordance with the California Board of Professional Engineers and Land Surveyors Rule 476, Subsection (e), and signed and sealed in accordance with section 8761 of the Professional Land Surveyors Act.

As it pertains to projects affecting the State Highway System, work shall not be considered complete until Caltrans has approved the work for inclusion into the ROW Engineering files. Caltrans does not assume responsibility for Offeror(s) work after inclusion in to the ROW Engineering files. Offeror(s) shall retain responsibility for all work performed and submitted.

Lot Line Adjustments, Parcel Maps, Surveys, and Legal Descriptions work required under the contract scope of work may include field surveying, legal descriptions, map preparation, and the marking of properties for utility potholing, appraisal, and boundary determination purposes or other ROW engineering required for transportation purposes. Surveys prepared in connection with Authority/Caltrans projects shall be performed in accordance with current Manuals.

Survey points, lines, and monuments shall be established, marked, identified, and referenced. If required, Records of Survey shall be prepared and filed in accordance with Chapter 15 (Land Surveyors Act) of the Business and Professional Code. A copy of the original survey documents resulting from contract work, which may include:

- Field Notes,
- Adjustment Calculations,
- Final Results, and
- Intermediate Documents.

The above listed documents may be required to be delivered to the Authority and, if so, will become the property of the Authority.



Attachment B: Criteria for Awarding Points for the Statement of Qualifications

| | | Maximum Score | Actual Score |
|----|--|----------------------|---------------------|
| 1. | PAST PERFORMANCE AND EXPERIENCE <ul style="list-style-type: none"> Has the Offeror successfully delivered on past projects of similar scope and complexity? Has the Offeror demonstrated sufficient local knowledge of the Central Valley on past projects of similar scope and complexity? Has the Offeror demonstrated knowledge of state and local agency ROW work, including but not limited to Caltrans procedures? | 30 | |
| 2. | ORGANIZATION AND Key Personnel <ul style="list-style-type: none"> Does the proposed project organization present a clear and logical framework? Is the management approach complementary and responsive to the RFQ requirements? Does the staffing plan convey the proper level of response for the work at hand? Does it demonstrate a high level of commitment and resource availability? Does it address the full expanse of potential tasks in the scope? KEY PERSONNEL AND ROLES <ul style="list-style-type: none"> Are the personal qualifications and professional skills of the project manager, senior professionals and Key Personnel nominees appropriate for the roles assigned? Is their past experience applicable and indicative of success on this project? Does the project manager have sufficient authority within his organization to effectively lead and manage the project? | 30 | |
| 3. | UNDERSTANDING OF PROJECT REQUIREMENTS <ul style="list-style-type: none"> Has the Offeror demonstrated a thorough knowledge of the project? Has the Offeror demonstrated a thorough knowledge of what is required to perform ROW engineering and survey support services? Is there sufficient evidence of analysis to lend credibility to the commitments made? Has the Offeror given clear evidence through narratives and examples of prior work that it has the capability to carry out the ROW Engineering and Survey Support Services for a project of this complexity and magnitude with autonomy? Has the Offeror demonstrated sufficient Central Valley local knowledge to accomplish the ROW engineering and survey support services included in the scope of work? Has the Offeror demonstrated how it will use familiarity with the state and local agency ROW work, including but not limited to Caltrans procedures, for direction and guidance in performing ROW engineering and surveying support services? | 30 | |
| 4. | SMALL BUSINESS PARTICIPATION <ul style="list-style-type: none"> Does the approach to Small Business utilization demonstrate the Offeror's responsiveness in meeting the Authority's Small Business goal objectives? Scoring will be based on percentage of goal met. | 10 | |



| | | | |
|--------------|---|------------|--|
| 5. | SOQ Transmittal Letter signed by an authorized Officer (Pass/Fail – must include but no points scored) | N/A | |
| Total | | 100 | |



Attachment C: Criteria for Evaluation of Discussions/Interviews

| | | Maximum Score | Actual Score |
|---------------|---|----------------------|---------------------|
| 1. | STATEMENT OF QUALIFICATIONS (carry over)¹ | 40 | |
| 2. | PRESENTATION <ul style="list-style-type: none"> Quality and appropriateness of the presentation Logic of the chosen speakers relative to project challenges Project manager control over the team | 15 | |
| 3. | PROJECT MANAGER PARTICIPATION <ul style="list-style-type: none"> Quality of presentation and responsiveness to questions Understanding of ROW Engineering and Survey Support Services challenges and requirements Perceived level of involvement with SOQ structure, content and presentation plan | 15 | |
| 4. | KEY STAFF PARTICIPATION <ul style="list-style-type: none"> Quality of presentations and responsiveness to questions Understanding of assignment challenges and requirements Perceived level of involvement with SOQs preparation | 15 | |
| 5. | UNDERSTANDING OF PROJECT <ul style="list-style-type: none"> Does Offeror convey an understanding of the critical project success factors? Is the Offeror able to provide evidence of successful small business utilization for this project Is the Offeror able to provide evidence of prior project experience with challenges of this magnitude and complexity? Is the Offeror candid about any project failings that have been instructive for addressing the particular needs of this project? | 15 | |
| Total: | | 100 | |

¹SOQ carry over is calculated as follows: (Total score on SOQ/100) x 40 possible points = Carry Over Points)



Attachment D: General Terms and Conditions (GTC 610)

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site:

<http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

THE REMAINDER OF THIS PAGE IS BLANK.



Attachment E: Additional State Provisions

The following terms and conditions are representative of terms and conditions that will be included in any contract resulting from this RFQ.

SECTION I. INVOICING AND PAYMENT

- A. For services satisfactorily rendered in accordance with the terms of this Agreement, and upon receipt and approval of the invoices, the Authority agrees to compensate the Offeror for actual hours worked on a cost-plus fixed-fee basis (direct hourly wage plus overhead and profit). The rates in the budget attachment are rate caps, or the maximum amount allowed to be billed over the duration of this contract.
1. No payment shall be made in advance of services rendered.
 2. The following certification shall be included on each invoice and signed by the authorized official of the Offeror:
 3. "I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, included but not limited to a Government Entity contract, subcontract, or other procurement method."
 4. Please provide three (3) copies of the Invoice for Payment. Invoices shall include the Agreement Number, identification of which documents have been reviewed, the number and duration of meeting between the Authority and the Offeror, a summary of the status of any outstanding reviews, identification of the number of hours worked by classification and related OE&E plus on overhead costs by task, and shall be submitted no more than monthly in arrears to:

Financial Operations Section
California High-Speed Rail Authority
7710 L Street, Suite 800
Sacramento, CA 95714

(2 Copies)

AND

Diana Gomez, PE, PMP, Central Valley Regional Director
California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814

(1 Copy)

SECTION II. PAYMENT REQUEST FORMAT

- A. The Authority will accept computer generated or electronically transmitted invoices, provided the Offeror sends a paper copy the same day to the Authority. The date of the "invoice receipt" shall be the date the Authority receives the paper copy.



- B. The Offeror shall submit backup documentation for audit purposes, and retain back-up documentation for audit purposes available to the Authority upon request. The Offeror shall include appropriate provisions in each of its subcontracts to secure adequate backup documentation to verify all subcontractor services and expenses invoiced for payment under this Agreement.
- C. A request for payment shall reference the Agreement number and shall consist of, but not be limited to the following:
1. Agreement number, date prepared, and billing period.
 2. The Offeror's loaded hourly labor rates by individual.
 3. Operating expenses, including special equipment if requested by the Authority, travel, miscellaneous, and materials.
 4. Receipts for travel, including departure and return times.
 5. Subcontractor awardees or vendors invoices.
 1. An indication of whether a subcontractor or vendor is a California Certified Small Business or a Certified Disabled Veteran Business Enterprise.
 2. Fees (fringe, direct and indirect overheads, general and administrative, profit, etc.). Each invoice shall include actual hours incurred, cumulative hours incurred to date and budgeted hours.
 6. By task (as specified in Budget Detail and by reference to Task Orders): cumulative amounts, budgeted per agreement, billed to date, current billing, and balance of funds.
 7. A report that documents the progress of the work during the billing period; and
 8. Any other deliverables due during the billing period.

SECTION III. BUDGET CONTINGENCY CLAUSE

- A. This Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Authority shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Amendment to the Offeror to reflect the reduced amount.

SECTION IV. COSTS

- A. The Offeror will be compensated for hours worked as the rates and costs specified in this Attachment. These include direct salary costs, employee benefits, overhead and fees. These rates are not adjustable for the performance period set forth in this Agreement.
- B. The Offeror will only be paid upon receipt, by the Authority's Financial Operations, as set forth in this Attachment. The total amount payable by the Authority for all contracts awarded under this RFQ shall not exceed \$16,000,000.



SECTION V. TRAVEL AND PER DIEM RATES

- A. The Offeror shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented state employees. The Offeror must pay for travel in excess of these rates. The Offeror may obtain current rates at the following web site at: <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.
- B. All travel requires written authorization from the Authority's Contract Manager prior to travel departure. Travel expenses are computed from the Offeror's approved Central Valley office location. Travel to the Offeror's approved Central Valley office from other locations is not reimbursed under this Agreement.
- C. The Offeror must retain documentation of travel expense in its financial records. The documentation must be listed by trip and include dates and times of departure and return. Travel receipts, except for travel meals and incidentals, shall be submitted with invoices requesting reimbursement from the Authority.

SECTION VI. PROMPT PAYMENT CLAUSE

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

SECTION VII. DISPUTES

- A. Payments shall be made to the Offeror for undisputed invoices. An undisputed invoice is an invoice submitted by the Offeror for Services rendered and for which additional evidence is not required to determine its validity. The invoice will be disputed if all deliverables due for this billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of the Agreement. If the invoice is disputed, the Offeror will be notified via a Dispute Notification Form within 15 working days of receipt of the invoice; Offeror will be paid the undisputed portion of the invoice.
- B. No payment will be made for costs identified in Offeror invoices that has or will be reimbursed by any other source, including but not limited to a Governmental Entity contract or subcontract or other procurement Agreement.

SECTION VIII. AUDIT

- A. The contracting parties shall be subject to the examination and suit of the State Auditor for a period of three (3) years after final payment under the contract in accordance with Government Code, section 8546.7. The examination and audit shall be confined to those matters connected with the performance of the contract. Offeror shall maintain books, records, documents, and other evidence, sufficient to reflect proper performance of the Agreement. The Authority, an agency of the State or, at the Authority's option, a public accounting firm designated by the Authority, may audit such records at all reasonable times and with prior notice by the Authority. The Authority shall bear the expense of such audits. Audits may be performed at any time within three (3) years following the final payment by the Authority of Offeror's final invoice. Performance of any such interim audits by the Authority does not preclude further audit.



SECTION IX. EXCISE TAX

- A. The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The Authority will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or part supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

SECTION X. SPECIAL TERMS AND CONDITIONS**A. Contract Management**

1. The Offeror's Project Manager is responsible for the day-to-day project status, decisions and communications with the Authority's Contract Manager. The Offeror may change its Project Manager by giving written notice to the Authority, but the Authority reserves the right to approve any substitution of the Project Manager.
2. The Authority may change its Contract Manager at any time by giving written notice to the Offeror. The Authority Chief Program Manager, or his or her designee, will sign the written notice.

B. Standard of Performance.

1. The Offeror shall be responsible for all work performed under this Agreement, including any work performed by any subcontractors and vendors for exercising the degree of skill and care required by customarily accepted good professional practices and procedures. Any costs for failure to meet these standards, or otherwise defective services, which require remediation, repair, additional work or otherwise need to be redone to cure any deficiency (re-performance or re-perform), as directed by the Authority's Contract Manager or his designee, shall be born in total by the Offeror and not the Authority.
2. In the event any work is not performed in accordance with the above standard, the following will apply:
 - a. The Offeror will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the Authority's Contract Manager. Any work re-performed pursuant to this paragraph shall be complete within the time limitations originally set forth for the specific task involved. The Offeror shall work any overtime required to meet and deadline for the task at no additional cost to the Authority.
 - b. The Authority shall provide a new schedule for the re-performed of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible. The Offeror will be liable for any costs associated with this delay.
 - c. If the Authority directs the Offeror not to re-perform a task, the Authority's Contract Manager and the Offeror shall negotiate a reasonable settlement for satisfactory services rendered. No previous payment shall be considered a waiver of the Authority's right to reimbursement.



- d. Nothing contained in the section is intended to limit any of the rights or remedies that the Authority may have under law.

C. Subcontracts

1. Nothing contained in this agreement or otherwise, shall create any contractual relation between the Authority and any subcontractors, and no subcontract shall relieve the Offeror of his or her responsibilities and obligations under this Agreement. The Offeror agrees to be as fully responsible to the Authority for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Offeror. The Offeror's obligation to pay its subcontractor is an independent obligation from the Authority's obligation to make payment to the Offeror. As a result, the Authority shall have no obligation to pay or enforce the payment of any moneys to any subcontract.

D. Agreements with Subcontractors

1. Offeror shall be responsible for establishing and maintaining contractual agreements with and the payment to each of the subcontractors. Upon request by the Authority's Contract Manager, Offeror shall provide copies of all contractual agreements with subcontractors.
2. Offeror shall not allow any subcontractor to assign any portion of a subcontract related to this Agreement to a third party or subsequent tier subcontractor (lower tier subcontractor) without first obtaining the written consent of the Authority's Contract Manager and following the procedures below "Process for Additions, Removal, or Substitutions of Subcontractors."
3. All subcontracts entered into pursuant to this Agreement shall be subject to examination and audit by the Authority or their representatives, and the Bureau of State Audits for a period of three (3) years after final payment under this Agreement.
4. Upon the termination of any subcontract or lower tier subcontract, Offeror shall notify the Authority's Contract Manager and Authority's Chief Program Manager immediately in writing.
5. In addition to any other flow-down provisions required by this Agreement, all subcontracts shall contain the following:
 - a. The audit rights and non-discrimination provision stated in the General Terms and Conditions (Attachment D) above;
 - b. Further assignments shall not be made to any lower tier subcontractor without written consent of the Authority's Contract Manager; and
 - c. The confidentiality provisions in the Reports paragraph of this Agreement.
6. The Authority reserves the right to request additional, replacement, or termination of subcontractors and approve additional subcontractors requested by the Offeror. Such changes shall be subject to the following conditions:



- a. If the Authority or Contractor requires the replacement, substitution or addition of a subcontractor, the subcontractor shall be selected using either:
 - i. A competitive bid process with written evaluation criteria by obtaining three or more bids and advertising the work to a suitable pool of subcontractors including, without limitation: California Contracts Register; Offeror's mailing lists; mass media; professional papers or journals; posting on websites and telephone or email solicitations; or
 - ii. Non-competitive bid (sole source) process with a specific subcontractor.
- b. Offeror shall also comply with the Authority's Small and Disadvantaged Business Enterprise Program for the proposed subcontractor.
- c. When a subcontractor is proposed to be added, under either a competitive or non-competitive process, the Offeror shall submit a written request to the Authority's Contract Manager. This shall identify the new subcontractor, resumes, what bidding method was used to obtain the subcontractor (competitive or non-competitive) and rates. The proposed subcontract can be executed only after the Authority Contract Manager approves the written request.

E. Evaluation of the Contractor

1. Consistent with Public Contract Code, sections 10367 through 10371, the Authority shall, upon completion of this Agreement, prepare a performance evaluation of the Offeror. Upon filing an unsatisfactory evaluation the Department of General Services, Office of Legal Services (DGS) the Authority shall notify and send a copy of the evaluation to the Offeror within 15 days. The Offeror shall have 30 days to prepare and send statement to the Authority and the DGS defending his or her performance. The Offeror's statement shall be filed with the evaluation in the Authority's Contract file and with DGS for a period of 36 months and shall not be a public record.

F. Reports

1. Final Report and Final Meeting
 - a. Offeror shall prepare a comprehensive written Final Report that describes the original purpose, approach, results and conclusions of the work performed under this contract. The Offeror shall submit a final draft report for review and comment by the Authority's Contract Manager. The Offeror shall review recommendations for changes to the report with the Authority's Contract Manager and incorporate the agreed-upon changes in to the final version of the report. The Final Report must be completed on or before the termination date of the contract.
 - b. The Offeror shall meet with the Authority to discuss the overall contract and its closeout. The final meeting must be completed during the term of this Agreement. The Authority's Contract Manager will determine the appropriate meeting participants. At the end of the meeting, the Offeror shall prepare a written summary of the meeting, and a schedule for completing closeout activities.
2. Title: Offeror's name shall only appear in the cover and title page of reports as follows:



- a. California High-Speed Rail Authority
- b. Project Title
- c. Contract Number by (Offeror)
- d. Ownership
- e. Each report shall become the property of the Authority.

3. Non-Disclosure

- a. Offeror will not disclose data or disseminate the contents of the final or any progress report without written permission of the Authority's Contract Manager, except as provided in F, below. Permission to disclose information on one occasion or at public hearings held by the Authority relating to the same shall not authorize Offeror to further disclosure and disseminate the information on any other occasion. Offeror will not comment publicly to the press or any other media regarding its report, or Authority's actions on the same, except to Authority Staff, Offeror's own personnel involved in the performance of this Contract, or at a public hearing, or in response to questions from a legislative committee. Notwithstanding the foregoing, in the event any public statement is made by the Authority or any other party, based on information received from the Authority as to the role of the Offeror of the content of any preliminary or final report, Offeror may, if it believes the statement to be incorrect, state publicly what it believes is correct.

4. Disclosure

- a. Ninety days after any document submitted by the contractor is deemed by the Authority's Contract Manager to be a part of the public records of the State, Offeror may, if it wishes to do so at its own expense, publish or utilize a report or written document but shall include the following legend:

"LEGAL NOTICE"

"This report was prepared as a result of work sponsored by the California High-Speed Rail Authority. It does not necessarily represent the views of the Authority, its employees, or the State of California. The Authority, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this report; nor does any party represent that the use of this information will not infringe upon privately owned rights."

- b. Subject to the Non-Disclosure requirements above, Offeror shall have the following rights. Offeror retains the ability to publish scholarly articles and reports which draw on data and experience from this project. Such articles and/or report shall not be published during the term of the contract, but may be published thereafter. Offeror will protect any confidential information provided by the Authority or other entity during the course of this project and not use such information in any publications. Offeror will provide the Authority the opportunity to provide comments prior to publication on draft of any articles and reports which draw on data and experience



from this project to ensure such confidential information does not appear, however such review shall not diminish Offeror's independent responsibilities under the Non-Disclosure requirements. Offeror will not speak to media or other news organizations about any subjects regarding this project beyond that which appears in such scholarly articles and reports.

5. Ownership of Data

- a. Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all report, documents, plans, specifications, electronic documents and estimates produced as part of this Agreement will automatically be vested in the Authority and no further agreement will be necessary to transfer ownership to the Authority. The Offeror shall furnish the Authority all necessary copies of data needed to complete the review and approval process.
- b. It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy, and electronic or machine readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.
- c. The Offeror is not liable for claims, liabilities or losses arising out of, or connected and electronic with, the modification or misuse by the Authority of the electronic machine readable information and data provided by the Offeror under this agreement; further, the Offeror is not liable for claims, liabilities or losses arising out of, or connected with, any use by the Authority of the project documentation on other projects, for additions to this Project, or for the completion of this Project by others, except for such use as may be authorized, in writing, by the Offeror.
- d. Any sub agreement in excess of \$25,000, entered into as a result of this Agreement, shall contain all of the provisions in this clause.

6. Confidentiality of Data

- a. All financial, statistical, personal, technical, or other data and information relative to the Authority's operations, which is designated confidential by the Authority and made available to the Offeror in order to carry out this Agreement, shall be protected by the Offeror from unauthorized use and disclosure.
- b. The Offeror shall protect all Authority data from loss and disaster and shall have a data disaster recovery plan in place.
- c. Permission to disclose information on one occasion or public hearing held by the Authority relating to this Agreement shall not authorize the Offeror further disclose such information or disseminate the same on any other occasion.
- d. The Offeror shall not comment publicly to the press or any other media regarding this Agreement or the Authority's actions on the same, except to the Authority's staff, Offeror's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative Committee.



- e. The Offeror shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the Authority and receipt of the Authority's written permission.

7. Settlement of Disputes

- a. The Authority and the Offeror (the Parties) agree that, as a general principle, the Parties shall identify and engage in measures to prevent and resolve potential sources of conflict before they escalate in to dispute through a process involving partnering, collaboration and cooperation, which shall attempt to identify and resolve potential disputes without resort to formal legal process. Such process shall include establishing a hierarchy of individuals within each Party's organization to whom issues may be addressed as they arise in order to resolve such issues before they are elevated to the next level in the hierarchy, and periodic meetings and the request of either Party to review the ongoing status of the Project.
- b. In the event the Offeror disagrees with a determination of direction made by the Authority, the Offeror shall provide prompt written notice of its objection to Authority, including the reasons for such objection. Thereafter, the Parties shall attempt to resolve such potential dispute through the partnering process, at either Party's request. If, within 14 days after conclusion of such partnering, the dispute persists, then the Offeror may request a written statement of the Authority concerning its decision. The request shall state clearly, and in detail, the basis for the objection, a statement of the facts asserted, and the nature and amount of the costs involved. The Authority shall reduce its decision to writing and provide notice of such decision, including a copy thereof, to the Offeror. Failure of the Authority to provide a written decision shall be deemed denial of Offeror's objection. The decision of the Authority shall be final and conclusive unless, on or before the 28th day from the state of receipt of such decision, or if no written decision is received from the Authority, 42 days from the Offeror's original written objection, the Offeror appeals such decision by written notice to the Authority.
- c. In connection with any appeal of the Authority's decision, the Offeror shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. The Authority shall then, within two weeks from the date of the hearing, or if no hearing is requested, from the date of the Offeror's notice of appeal, either issue a modified decision, or such prior decision shall be deemed affirmed. If the dispute still remains after such decision, then either Party may, within 42 days after such decision is issued or deemed affirmed, refer the dispute to mediation or binding arbitration.
- d. In the event either Party, within the timeframe specified above, elects to refer a dispute to binding arbitration within 30 days after such election to arbitrate, the Parties will seek to appoint a panel of three arbitrators with not less than 10 years of experience each in complex construction disputes involving public works transportation projects. If the Parties cannot agree on a panel of the third arbitrator;



in each instance, such arbitrator shall meet the relevant qualifications. The arbitration proceeding shall be conducted in accordance with the procedures specified in California Public Contract Code, sections 10240 et. seq. and the implementation regulations there to. The decision of the arbitrators shall be binding on the Parties and any judgment on the award there rendered may be entered in the Superior Court of Sacramento County.

- e. If it is determined, on appeal, that the Authority's interpretation of this Agreement, direction to the Offeror, or any other action required by the Authority's decision was an erroneous determination of the rights and obligations of the Parties under this Agreement, the Offeror's claim and any award by resolver of the dispute shall be limited to the incremental costs incurred by the Offeror with respect to the dispute shall be limited to the incremental costs incurred by the Offeror with respect to the disputed matter as a direct result of such erroneous determination (crediting the Authority for any corresponding reduction in the Offeror's other costs) and shall in no event exceed the amounts allowed hereunder with respect thereto.
- f. At all times during the course of the dispute resolution process, the Offeror shall continue performance as directed, in a diligent manner, and without delay shall conform to any of the Authority's responses, decision, or orders; and shall be governed by all applicable provisions of this Agreement. Records of the Work shall be kept in sufficient detail to enable payment in accordance with applicable provisions of the Agreement irrespective of the ultimate outcome of any dispute.

8. Indemnification

- a. Offeror agrees to indemnify, defend, and hold harmless the Authority, its officers, agents and employees from any and all claims, demands, costs, or liability arising from or connected with the professional services provided hereunder due to negligent or intentional acts, errors or omissions of the Offeror. The Offeror will reimburse the Authority for any expenditure, including reasonable attorney fees incurred by the Authority in defending against claims ultimately determined to be due to negligent or intentional act, error or omissions of the Offeror.

9. Termination

- a. This Agreement can be terminated at any time by Mutual Agreement of the Parties.
- b. This Agreement may be terminated for any reason set forth below.
 - i. With Cause:
 - In the event of any breach by the Offeror of the conditions set forth in this Agreement the Authority may, without prejudice to any of its legal remedies, terminate this Agreement for cause upon 5 days written notice to the Offeror. In such event, the Authority shall pay Offeror only the reasonable value of the services theretofore rendered by the Offeror, as may be agreed upon by the parties or determined by a court of law, but not in excess of the contract maximum payable. "Cause" includes, without limitation:



- Failure to perform or breach of any of the terms or covenants at the time and in the manner provided in this Agreement;
- Offeror is not able to pay its debts as they become due and/or Offeror is in default of an obligation that impacts his ability to perform under this Agreement;
- It is determined after notice and hearing by the Authority or the Chief Executive Officer that gratuities were offered or given by the Offeror to any officer or employee of the Authority, with a view toward securing an agreement or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of the Agreement;
- Reorganization to a business entity unsatisfactory to the Authority; or
- The retention or hiring of subcontractors, or the replacement or addition of personnel that fails to perform to the standards and requirements of this Agreement.

ii. Without Cause:

- The Authority may, at its option, terminate this agreement without cause in whole or in part, upon giving 30 days advanced notice in writing to the Offeror. In such event, the Offeror agrees to use all reasonable efforts to mitigate the Offeror's expenses and obligation hereunder. Also, in such event, the Authority shall pay the Offerors for all satisfactory services rendered and expenses incurred within 30 days after notice of termination which could not by reasonable efforts of the Offeror have been avoided, but not in excess of the maximum payable under this agreement.
- Upon any of the event triggering the unilateral termination of the agreement by the Authority, the Authority has the right to proceed with the work required under the Agreement, if necessary, in any manner the Authority deems proper. Offeror's interference with these rights will constitute bad faith.

10. Waiver

- a. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. No remedy available in this Agreement is intended to be exclusive of any other remedy, and every remedy shall be cumulative and shall be in addition to every other remedy provided therein or available at law or in equity. The failure of the Authority to enforce any provision of this Agreement or require performance by the Offeror of any provision shall in no way be construed to be a waiver of those provisions, affect the validity of this Agreement in whole or in part, or the right of the Authority to subsequently enforce any such provision.

11. Business Activity Reporting

- a. The Offeror shall promptly notify the Authority's Contract Manager of the occurrence of any of the following:



- i. A change of address
 - ii. A change in the business name or ownership
 - iii. The existence of any litigation or other legal proceeding affecting this Agreement.
 - iv. The occurrence of any casualty or other loss to Agreement personnel, equipment or third parties.
- b. Offeror shall not change or reorganize the type of business entity under which it does business except upon prior written agreement by the Authority. A change of business entity or name change requires an amendment to the Agreement. The Authority may decline to approve any change of business entity or reorganization for any reason.

12. Notice

- a. Legal notice must be given using any of the following delivery methods: U.S. mail, overnight mail, or personal deliver, providing evidence of receipt to the person identified in Exhibit A of the Agreement for legal notices. Delivery by fax or email is not considered legal notice for the purpose of this clause. This clause is not intended to apply to normal, daily communication between the parties related to progress of the work. This clause applies to situation where notice is required to be given by this Agreement of the parties are asserting their legal rights and remedies.
- b. Notice shall be effective when received. Notices shall not be received on legal holidays.

13. Stop Work

- a. The Authority's Chief Program Manager or his or her assignees may, at any time, by written notice to the Offeror, require the Offeror to stop all or any part of the work tasks in this agreement.
- b. Compliance. Upon receipt of such stop work order, the Offeror shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.
- c. Revoking a Stop Work Order. The Offeror shall resume the stopped work only upon receipt of written instruction from the Authority Contract Officer canceling the stop work order.
- d. Equitable Adjustment. An equitable adjustment shall be made by the Authority based upon a written request by the Offeror for an equitable adjustment. Such adjustment request must be made by the Offeror within 30 days from the date of receipt of the stop work notice.



Attachment F: Relevant Federal Requirements from Grant/Cooperative Agreement

The Project is financed in part with Federal assistance provided by FRA and therefore Federal laws, regulations, policies, and related administrative procedures apply. The selected Offeror must comply with all applicable Federal laws, regulations, policies, and related administrative practices. The most recent of such Federal laws, regulations, policies and related administrative practices at the time will govern the contract for ROW Engineering and Survey Support Services, unless FRA issues a written determination otherwise. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the selected Offeror and the Authority execute the Contract, but may apply to the contract for ROW Engineering and Survey Support Services. The selected Offeror must ensure compliance by its Subcontractors with and include appropriate flow down provisions in its each of its lower-tier subcontracts as required by applicable Federal laws, regulations, policies, and related administrative practices. Some Federal requirements applicable to the selected Offeror are identified elsewhere in the RFQ. This identifies Federal requirements contained in the Grant/Cooperative Agreement between FRA and the Authority, which are applicable to the selected Offeror and are not addressed elsewhere in the RFQ.

Federal ARRA Funding:

This Project will receive Federal funding, including ARRA funds. Therefore, the procurement documents and any contract entered into by the Authority shall be subject to the requirements of applicable Federal law, regulations and conditions in the Grant/Cooperative Agreement with FRA. The Authority reserves the right to modify this procurement to address any concerns, conditions or requirements of the funding agencies, including FRA. Certain Federal requirements, as stated in the Grant/Cooperative Agreement, are included here; the full Grant/Cooperative Agreement, including additional requirements not described in this attachment, is available for review by Offerors on the Authority's website.

Governing Regulations:

The Authority's performance while expending FRA funds to deliver the contract for ROW Engineering and Survey Support Services are governed by and in compliance with the following Administrative and Cost Principles:

- For State, Local and/or Tribal Governmental Entities:
 - 49 C.F.R. Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"
 - OMB Circular A-87, "Cost Principles for State and Local Governments," as amended
- For non-profit and for-profit:
 - 49 C.F.R. Part 19, "Uniform Administrative Requirements for Grants and Cooperative Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" (applies to non-profit and for-profit organizations)



- OMB Circular A-21, "Cost Principles for Educational Institutions" (applies to educational institutions)
- OMB Circular A-122, "Cost Principles for Nonprofit Organizations" (applies to private non-profit organizations)
- Federal Acquisition Regulation, 48 C.F.R. Chapter I, Subpart 31.2, "Contracts with Commercial Organizations" (applies to for-profit organizations).

The selected Offeror must expend funds paid by the Authority and keep records of expenditure of these funds in full compliance with the provisions above.

Accounting Records:

Project Accounts - The selected Offeror must establish and maintain for the contract for ROW Engineering and Survey Support Services either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 49 C.F.R. § 18.20, or 49 C.P.R. § 19.21, as amended, whichever is applicable.

Documentation of Costs and Program Income - All costs charged to the contract for ROW Engineering and Survey Support Services, including any approved services contributed by the selected Offeror or others, must be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges.

Record Retention:

Submission of Proceedings, Contracts and Other Documents - During the course of the contract for ROW Engineering and Survey Support Services and for three years thereafter, the selected Offeror must retain intact and provide any data, documents, reports, records, contracts, and supporting materials relating to the contract for Right of Way Engineering and Survey Support services as the Authority or FRA may require. Reporting and record-keeping requirements are set forth in-

- 49 C.F.R. Part 18 is for governmental Grantees
- 49 C.F.R. Part 19 for private non-profit and for-profit Grantees

Closing out the contract for ROW Engineering and Survey Support Services does not alter these requirements.

Audit and inspection:

General Audit Requirements - the selected Offeror must organize its contract for ROW Engineering and Survey Support Services records and be prepared to make these records available for audit and inspection to ensure Authority compliance with these requirements:

- A State, local government or Indian tribal government must comply with the audit requirements of 49 C.F.R. § 18.26 and OMB Circular A-133, and any revision or supplement thereto.



- A private for-profit organization agrees to comply with the audit requirements of OMS Circular A-133.

The selected Offeror must permit any other audits required by FRA. Closing out the contract for Right of Way Engineering and Survey Support Services will not alter the selected Offeror's audit responsibilities.

Inspection by Federal Officials

The Offeror agrees to provide the Authority, the Secretary of the U.S. Department of Transportation, the FRA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Offeror, which are directly pertinent to this scope for the purposes of making audits, examinations, excerpts, and transcriptions.

The Offeror agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Offeror agrees to maintain all books, records, accounts, and reports required by this scope for a period of not less than seven (7) years after the date of termination or expiration of the Contract. With exception to any events related to litigation or settlement of claims arising from the performance of the contract, the Offeror agrees to maintain same until the Authority, the FRA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Reference 49 C.F.R. § 18.36(i) (11), 49 C.F.R. § 19.26, or A-133 (whichever applicable).

Labor Provisions

49 U.S.C. 24405(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided through this Agreement shall be considered a "rail carrier," as defined by 49 U.S.C. 10102(5), for the purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including the Railroad Retirement Act of 1974 (45 U.S.C 231 et seq.), the Railway Labor Act (43 U.S.C. 1 et seq.), and the Railroad Unemployment Insurance Act (45 U.S.C. 351 et seq.). The selected Offeror must reflect these provisions in any agreements with the entities operating rail services over such rail infrastructure to the extent required by 49 U.S.C. 24405(b) and other laws referenced above.

Labor Protective Arrangements:

For a project that uses rights-of-way owned by a railroad, the selected Offeror must comply with the protective arrangements established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976 (4R Act), 45 U.S.C. 836, with respect to employees affected by actions taken in connection with the contract financed in whole or in part under this Agreement (See 49 U.S.C. 24405(c).) The selected Offeror must include the applicable protective arrangements established by the Department of Labor under 45 U.S.C. 836 in its agreements with entities operating rail services over rail infrastructure constructed as part of the contract for



ROW Engineering and Survey Support Services. The following definitions apply for purposes of applying those protective arrangements:

"Protected employee" means an employee of a railroad who had an employment relationship with such railroad on the date on which the Authority first applied for financial assistance applicable to the contract for ROW Engineering and Survey Support Services involved and who is affected by actions taken in the course of delivery of the contract for Right of Way Engineering and Survey Support Services; provided, however, that an employee who was benefitted solely as a result of the contract for Right of Way Engineering and Survey Support Services shall not be a protected employee under these provisions.

"Railroad" means a rail carrier or a common carrier by railroad or express as defined in 49 U.S.C. 10102, and includes the National Railroad Passenger Corporation and the Alaska Railroad as well as a person that conducts rail operations over rail infrastructure constructed or improved with funding provided in whole or in part in a grant made pursuant to this Agreement.

Davis-Bacon Act Provisions:

Payment of prevailing wages on the contract for Right of Way Engineering and Survey Support Services is required by 49 U.S.C. 24405(c) (2) and section 1606 of the American Recovery and Reinvestment Act of 2009. For contract for Right of Way Engineering and Survey Support Services components that use or would use rights-of-way owned by a railroad, the selected Offeror must comply with the provisions of 49 U.S.C. 24405(c) (2), with respect to the payment of prevailing wages consistent with the provisions of 49 U.S.C. 24312. For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements. For contract for Right of Way Engineering and Survey Support Services components that do not use or would not use rights-of-way owned by a railroad, the Grantee will comply with the provisions of 40 U.S.C. 3141 et. seq., including the anti-kickback provisions provided.

Cargo Preference, Use of United States-Flag Vessels - Pursuant to U.S. DOT, Maritime Administration regulations, "Cargo Preference --U.S.-Flag Vessels," 46 C.F.R. Part 381, the selected Offeror must insert the following clauses in contracts let by the selected Offeror in which equipment, materials or commodities may be transported by ocean vessel in carrying out the contract for Right of Way Engineering and Survey Support Services:

As required by 46 C.F.R. Part 381, the selected Offeror agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to the contract for Right of Way Engineering and Survey Support Services to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean



bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the recipient (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of Cargo Preference and Domestic Trade, Maritime Administration, 1200 New Jersey Avenue, SE, Washington, D.C. 20590, marked with appropriate identification of the contract for Right of Way Engineering and Survey Support Services.

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to the contract for Right of Way Engineering and Survey Support Services

Debarment and Suspension and Drug-Free Work Place

The selected Offeror must provide to the Authority certifications on debarment and suspension and otherwise comply with federal regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, and "Government wide Requirements for Drug-Free Workplace (Grants)," 49 C.F.R. Part 32.

Civil Rights

The equal employment opportunity requirements described below will apply to the contract for Right of Way Engineering and Survey Support Services. In addition, the selected Offeror must include these requirements in each subcontract financed in whole or in part with federal assistance provided by the FRA, modified only if necessary to identify the affected parties.

Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102; Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; and 49 U.S.C. § 306, the Offeror agrees that it will not discriminate against any individual because of race, color, religion, national origin, sex, age or disability in any activities leading up to or in performance of this Agreement. In addition, the Offeror agrees to comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.

Equal Employment Opportunity: The following equal employment opportunity requirements will apply to the contract for Right of Way Engineering and Survey Support Services:

1. **Race, Color, Religion, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Offeror agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," including 41 C.F.R. 60 *et seq.* (which implements Executive Order NO. 11246, "Equal Employment Opportunity," as amended by Executive Order NO. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Offeror agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include the following:



employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Offeror agrees to comply with any implementing requirements FRA may issue.

2. Age: In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Offeror agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Offeror agrees to comply with any implementing requirements FRA may issue.
3. Disabilities: In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Offeror agrees that it will comply with the requirements of U.S. Equal Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. Further, in accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Offeror also agrees that it will comply with the requirements of U.S. Department of Transportation, "Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 27, pertaining to persons with disabilities. In addition, the Offeror agrees to comply with any implementing requirements FRA may issue.

The Offeror also agrees not to discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, and to comply with Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-2, 290 dd-3, and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the Offeror agrees to comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.

Environmental Protection

All facilities that will be used to perform the Scope of Work shall not be so used unless the facilities are designed and equipped to limit water and air pollution in accordance with all applicable local, State and Federal standards.

The selected Offeror must require that the contract for Right of Way Engineering and Survey Support Services and Scope of Work be in compliance with the following provisions, as modified from time to time, all of which are incorporated herein by reference: section 114 of the Clean Air Act, 42 U.S.C. 7414, and section 308 of the Federal Water Pollution Control Act, 33 U.S.C. 1318, and all regulations issued thereunder. The selected Offeror must certify that no facilities that will be used to perform the Scope of Work are listed on the List of Violating Facilities maintained by the Environmental Protection Agency ("EPA"). The selected Offeror will notify the Administrator as soon as it or any Subcontractor receives any communication from the EPA indicating that any facility which will be used to perform the Scope of Work is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Grantee's duty of notification hereunder shall extend only to those communications of which it is



aware, or should reasonably have been aware. The selected Offeror must include or cause to be included in each subcontract entered into which exceeds Fifty Thousand Dollars (\$50,000.00) in connection with the Scope of Work, the criteria and requirements of this section and an affirmative covenant requiring such contractor or Subcontractor to immediately inform the Authority and the selected Offeror upon the receipt of a communication from the EPA concerning these matters.

The selected Offeror must facilitate compliance with the policies of Executive Order No. 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. 4321 note, except to the extent that the FRA determines otherwise in writing.



Forms and Certifications

| | |
|-----------|---|
| Form A: | Schedule of Subcontractor(s)/ Subconsultant(s) |
| Form B: | Organizational Conflicts of Interest Disclosure Statement |
| Cert. 1: | Certification Regarding Miscellaneous State Requirements |
| Cert. 2: | Offeror's Overall Project Small Business Goal Commitment Affidavit |
| Cert. 3: | Iran Contracting Certification |
| Cert. 4: | Darfur Contracting Act Certification |
| Cert. 5: | Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification |
| Cert. 6: | Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification |
| Cert. 7: | Non-Collusion Affidavit |
| Cert. 8: | Equal Employment Opportunity Certification |
| Cert. 9: | Non-Discrimination Certification |
| Cert. 10: | Certification Regarding Lobbying |



Form A: Schedule of Subcontractor(s)/ Subconsultant(s)

| Names and Addresses of Subcontractor(s)/Subconsultant(s) | | Type of Work to be Performed | Small Business Status (Check all that apply) | Previous Year's Annual Gross Receipts |
|--|--|------------------------------|--|--|
| Name: | | | <input type="checkbox"/> Yes | <input type="checkbox"/> < \$500K |
| Street Address: | | | <input type="checkbox"/> No | <input type="checkbox"/> \$500K-\$2 Mil |
| City, State Zip: | | | | |
| Phone: | | | If "Yes": <input type="checkbox"/> DBE <input type="checkbox"/> SB <input type="checkbox"/> Micro B <input type="checkbox"/> DVBE | <input type="checkbox"/> \$2 Mil-\$5 Mil |
| Fax: | | | | <input type="checkbox"/> > \$5Mil |
| Tax ID: | | | | |
| Contact Person: | | | | Age of Firm: |
| Email: | | | | |
| Name: | | | <input type="checkbox"/> Yes | <input type="checkbox"/> < \$500K |
| Street Address: | | | <input type="checkbox"/> No | <input type="checkbox"/> \$500K-\$2 Mil |
| City, State Zip: | | | | |
| Phone: | | | If "Yes": <input type="checkbox"/> DBE <input type="checkbox"/> SB <input type="checkbox"/> Micro B <input type="checkbox"/> DVBE | <input type="checkbox"/> \$2 Mil-\$5 Mil |
| Fax: | | | | <input type="checkbox"/> > \$5Mil |
| Tax ID: | | | | |
| Contact Person: | | | | Age of Firm: |
| Email: | | | | |
| Name: | | | <input type="checkbox"/> Yes | <input type="checkbox"/> < \$500K |
| Street Address: | | | <input type="checkbox"/> No | <input type="checkbox"/> \$500K-\$2Mil |
| City, State Zip: | | | | |
| Phone: | | | If "Yes": <input type="checkbox"/> DBE <input type="checkbox"/> SB <input type="checkbox"/> Micro B <input type="checkbox"/> DVBE | <input type="checkbox"/> \$2Mil-\$5Mil |
| Fax: | | | | <input type="checkbox"/> > \$5Mil |
| Tax ID: | | | | |
| Contact Person: | | | | Age of Firm: |
| Email: | | | | |

(Add rows/pages as needed)

Attach to this form copy(s) of applicable Small Business Certificates for those Subcontractor/Subconsultants that are designated as Small Business Entities.

**Organization Name,
Address, and Telephone**

Signature of Team Representative _____

Printed Name _____

Title _____

Date _____



Form B: Organizational Conflicts of Interest Disclosure Statement**CALIFORNIA HIGH-SPEED RAIL AUTHORITY****1. Definition**

The Authority's Conflict of Interest Policy defines organizational conflicts of interest as follows:

"Organizational Conflict of Interest" means a circumstance arising out of a Contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant's ability to render impartial assistance or advice to the Authority or of its objectivity in performing work for Authority, (ii) an unfair competitive advantage for any Offeror with respect to an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

2. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of the Offeror and its team (including Offeror, Offeror Team members, and all Subcontractors identified at the time of the submittal of its SOQ, and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with the RFQ.



3. Explanation

In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid or mitigate any organizational conflicts of interest described herein.

4. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Organizational Conflicts of Interest Disclosure Statement, other than as disclosed above.

Signature

Printed Name

Printed Title

Offeror



Cert. 1: Certification Regarding Miscellaneous State Requirements

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the Offeror (also referred to "Contractor" herein) to the clause(s) listed below. This certification is made under the laws of the State of California.

| | |
|--|-------------------------------------|
| Offeror Name (Printed) | Federal ID Number |
| By (Authorized Signature) | |
| Printed Name and Title of Person Signing | |
| Date Executed | Executed in the County and State of |

CONTRACTOR CERTIFICATION CLAUSES:

Statement of Compliance - Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

Drug-Free Workplace Requirements - Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- f. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- g. Establish a Drug-Free Awareness Program to inform employees about:
 - 1. the dangers of drug abuse in the workplace;
 - 2. the person's or organization's policy of maintaining a drug-free workplace;
 - 3. any available counseling, rehabilitation and employee assistance programs; and,
 - 4. penalties that may be imposed upon employees for drug abuse violations.
- h. Every employee who works on the proposed Agreement will:
 - 1. receive a copy of the company's drug-free workplace policy statement; and,
 - 2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)



National Labor Relations Board Certification - Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

Contracts For Legal Services \$50,000 Or More- Pro Bono Requirement - Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10 percent of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

Expatriate Corporations - Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

Sweatfree Code Of Conduct -

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).



Domestic Partners - For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

5. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)



3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be:
 - a. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
 - b. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
 - c. Finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



Cert. 2: Offeror's Overall Project Small Business Goal Commitment Affidavit**AFFIDAVIT**

STATE OF _____ §

§

§

COUNTY OF _____ §

The undersigned, being first duly sworn, deposes and says that:

(Contact Name)

is the Official Representative of

(Offeror's Name)

the Offeror submitting the foregoing Proposal.

(If the Offeror has not yet been formed, modify this form as appropriate to include the names of all of the Principal Participants and to indicate that the Official Representative is signing the form on behalf of all of the Principal Participants.)

The Offeror has carefully examined all documents that form this Request for Qualification and is aware that California High-Speed Rail Authority (Authority) has established an overall project Small Business goal of 30 percent, inclusive of Small Businesses, Disadvantaged Business Enterprises, Disabled Veteran Business Enterprises and Microbusinesses for Construction Package 2-3 of the California High-Speed Train System, in conformance with Executive Order S-02-06, Title VI of the Civil Rights Act of 1964, and related statutes and Best Practices of 49 C.F.R. Part 26, as set forth in the Authority's Small and Disadvantaged Business Enterprise Program.

The Offeror will aggressively exercise Good Faith Efforts to the satisfaction of the Authority to meet or exceed the overall project Small Business goal of 30 percent, consistent with the Offeror's approved Performance Plan developed in accordance with the Authority's Small and Disadvantaged Business Enterprise Program.

Signature_____
Printed Name_____
Title

Subscribed and sworn to before me this ____ day of _____, 20 ____.

[SEAL]

Notary Public in and for said County and State

My commission expires: _____

SURETY COMPANY ATTORNEY-IN-FACT

State of _____ §

§

§

County of _____ §

On the ____ day of _____, 20 ____, before me, the undersigned, a Notary

Public in and for the State, personally appeared _____
known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the
within instrument, known to me to be authorized to execute that instrument on behalf of said
corporation, known to me to be the person whose name is subscribed to such instrument as the
Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the
name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and
that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

[SEAL]

Notary Public for the State of California

*Note: Acknowledgement by Attorney-in-Fact must be attached.
Corporate seals of Principal and Surety must be attached.*



Cert. 3: Iran Contracting Certification

Section 2200 et seq. of the California Public Contract Code prohibits a person from submitting a proposal for a contract with a public entity for goods and services of \$1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to Section 2203(b) of the California Public Contract Code. The list will include persons providing goods or services of \$20,000,000 or more in the energy sector of Iran and financial institutions that extend \$20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

In accordance with Section 2204 of the California Public Contract Code, the undersigned hereby certifies that

It is not identified on a list created pursuant to Section 2203(b) of the California Public Contract Code as a person engaging in investment activities in Iran described in Section 2202.5(a), or as a person described in Section 2202.5(b), as applicable; or

It is on such a list but has received permission pursuant to Section 2203(c) or (d) to submit a bid or proposal in response to this RFQ HSR 11-020 Project and Construction Management Services for Construction Package 2-3 of the Initial Construction Segment of the California High-Speed Train System.

Note: Providing a false certification may result in civil penalties and sanctions.

Date: _____

Entity: _____

Signature: _____

Printed Name _____

Title: _____

Note: *Duplicate this form so that it is signed by the Offeror and all joint venture members of the Offeror.*



Cert. 4: Darfur Contracting Act Certification

Pursuant to Public Contract Code section 10478, if an Offeror currently or within the previous three (3) years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph No. 1 or Paragraph No. 2, or via initials and certification for Paragraph No. 3):

1. _____ We do not currently have, or we have not had within the previous three years,
Initials business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code section 10476,
Initials but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. _____ We currently have, or we have had within the previous three years, business
Initials activities or other operations outside of the United States, but we certify below that we are not a scrutinized company below as defined in Public Contract Code section 10476.

CERTIFICATION for Paragraph No. 3

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the Offeror to the clause listed above in Paragraph No. 3. This certification is made under the laws of the State of California.

| | | |
|--|-------------------------------------|-------------------|
| Offeror Name (Printed) | | Federal ID Number |
| By (Authorized Signature) | | |
| Printed Name and Title of Person Signing | | |
| Date Executed | Executed in the County and State of | |



Cert. 5: Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

Primary Covered Transactions

This certification applies to the offer submitted in response to this solicitation, and will be a continuing requirement throughout the term of the contract.

In accordance with the provisions of Appendix A to 49 C.F.R. Part 29, the Offeror certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- Have not within a 3-year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, state, or local) with commission of any of the offenses enumerated in item b of this certification.
- Have not within a 3-year period preceding this offer had one or more public transactions (Federal, state, or local) terminated for cause or default.

(Mark one, below, with an “x”)

☐ Certify to the above ☐ Cannot certify to the above.

If the “cannot certify” box is checked, attach an explanation of the reasons.

The Offeror shall require any subcontractor, at any tier, whose contract is equal to or greater than \$25,000 to complete this certification form and retain this requirement throughout the term of the contract. A copy of a certification, for subcontractors, shall be furnished by the Contracting Officer upon request (see Cert. 6).

**Organization Name,
Address, and Telephone**

Signature of Person Certifying

Printed Name _____

Title

Date _____

[illegible]

Lower Tier Covered Transactions

In accordance with the provisions of Appendix B to 49 C.F.R. Part 29, the prospective lower tier participant (subcontractor) certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- Have not within a 3-year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, state, or local) with commission of any of the offenses enumerated in item b of this certification.
- Have not within a 3-year period preceding this offer had one or more public transactions (Federal, state, or local) terminated for cause or default.

☐ Certify to the above ☐ Cannot certify to the above.

Organization Name,
Address, and Telephone

Date _____

[illegible]

Cert. 7: Non-Collusion Affidavit

State of _____ §
§
§
County of _____ §

The undersigned declares:

I am the _____ of _____ ,
(Position / Title) (Company)

the party making the foregoing Proposal, and that the Proposal is:

- NOT made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation
- Genuine and NOT collusive or a sham.

That the Offeror has NOT directly or indirectly induced or solicited any other Offeror to:

- Put in a false or sham SOQ; and
- Colluded, conspired, connived or agreed with any Offeror or anyone else to put in a sham SOQ or that anyone shall refrain from bidding.

That the Offeror has NOT, in any manner directly or indirectly, sought by agreement, communication or conference with anyone to:

- Fix the Price Proposal of the Offeror or any other Offeror, or
- Fix any overhead, profit, or cost element, or that of any other Offeror, or
- Secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.

That all statements contained in the SOQ are true.

The Offeror has not and will not, directly or indirectly, for the purposes of effectuating a collusive or sham negotiation, submitted his or her schedule of rates or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, for payment to any corporation, partnership, company, association, organization, bid depository, or any member or agent thereof.

I have the full power to execute, and do execute this declaration on behalf of

(Offeror)



I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the _____ day of _____, 20____ at _____, _____ (City) _____ (State) .

Signature of Affiant

Subscribed and sworn to before me on this _____ day of _____, 20____
at _____, _____ (City) _____ (State) .

Seal of Notary Public or
Officer Taking Oath

Signature of Notary Public or
Officer Taking Oath



Cert. 8: Equal Employment Opportunity Certification

To be executed by the Offeror, all joint venture members of the Offeror, and all Subcontractors.

The undersigned certifies on behalf of _____ that:

(Name of entity making certification)

Check one of the following boxes:

- ☐ It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- ☐ It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).

Check one of the following boxes:

- ☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- ☐ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, or 11246, and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: _____

Title: _____

Date: _____

If not the Offeror, relationship to the Offeror: _____



Cert. 9: Non-Discrimination Certification

In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. § 2000d, the Offeror agrees that it will not discriminate against any individual because of race, color, national origin, or sex in any activities leading up to or in performance of the contract for Right of Way Engineering and Survey Support Services.

**Organization Name,
Address, and Telephone**

Signature of Person Certifying

Printed Name

Title

Date



Cert. 10: Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that the following are true:

- No federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this ____ day of _____, 20 ____.

Company Name: _____

By: _____
(Signature of Company Official)

(Title of Company Official)

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.

